March 14, 1991

Hey gang,

Here's the proposed agreement. I think it is relatively straightforward. Let me know what you think.

(Note: the agreement assumes that we treat the Windfall footage sale in the same way we treat any other footage sales, rather than figuring out the exact costs involved. Seems simplest that way.)

-- Keith

Proposed Terms for Agreement Between Point Foundation and the Doc Squad Regarding Production of Cyberthon-Related Video Projects

1) The name "Doc Squad" is used in this document to identify the group of individuals consisting of K.O. Beckman, David Lawrence, Michael Naimark and Nick West.

2) The Doc Squad will need to constitute itself as a partnership or operate under the auspices of some other legal entity (such as Media 360) for the purposes of entering into this agreement. Portions of this agreement which refer to the "Doc Squad" will apply to whatever formal entity ends up making the agreement with Point. Point reserves the right to see all relevant partnership papers prior to entering into final agreement.

5 ~~3~~) The rights granted to the Doc Squad in this agreement are not assignable.

producer rights + can go through ~~distributor~~ distributor, which grants some rights.

3 ~~4~~) Point owns the rights to Cyberthon footage as well as the tape masters.

4 ~~5~~) The tape masters are on loan to the Doc Squad as part of a mutual effort between Point and the Doc Squad to explore the possibilites of developing the documentation media (& other stuff) footage into ~~an~~ interactive ~~video~~ media products, "linear" ~~video~~ media products and related ancillary media products. Point grants to the Doc Squad the exclusive right to pursue these projects through June 30, 199~~2~~3. Tape masters and copies of all logs are to be returned to Point by that time. These rights are extendable by mutual agreement.

Resp to pursue w/ good faith & if it doesn't work to return in a timely manner.

6) The Doc Squad will be fully responsible for contracting with other parties, for meeting deadlines, for deciding how the Project is funded, for how payments to Doc Squad members are made, etc.

7) Point Foundation will have approval of the granting of rights to third parties for the use of Cyberthon footage. Unless otherwise negotiated between Point and the Doc Squad, the granting of rights will be Point's only participation in contracts with third parties. Point reserves the right to use footage for its own purposes at no charge not to be competitive w/

8) The Doc Squad will make payments to Point based upon the distribution schedule which follows. Payment will be made to Point within 30 (thirty) days of receipt of monies by the Doc Squad. Copies of all agreements will be made available to Point and Doc Squad financial records will be made available for Point's inspection.

Distribution of Revenues from Cyberthon-Related Video Projects

I. FUNDING OF MAJOR PROJECT(S)

A. Distribution of gross revenues for all projects undertaken by the Doc Squad which make use of the Cyberthon footage (applies also to total income from sales made by the Doc Squad of additional installations of projects originally created for a single site):	85% Doc Squad 15% Point Foundation

II. INCIDENTAL SALE OF FOOTAGE

A. Distribution of the gross revenues from incidental sale of Cyberthon footage through December 31, 1991:	85% Doc Squad 15% Point Foundation
B. Distribution of the gross revenues from incidental sale of Cyberthon footage after December 31, 1991:	50% Doc Squad 50% Point Foundation

III. DIRECT SALES OF ANCILLARY PRODUCTS

A. Distribution of the gross revenues from direct sales of by the Doc Squad of ancillary products (eg. session video tapes, consumer edition of video discs):	85% Doc Squad 15% Point Foundation

(Note: When such Ancillary Products are available, Point and the Doc Squad will negotiate a mutually agreeable purchase price for sale of these products to Point for purposes of Direct Sales through Whole Earth Review, etc.)

IV. ROYALTY INCOME FROM ANCILLARY PRODUCTS

A. Distribution of royalty revenues (advanced and subsequent) from the sale of ancillary products produced by the Doc Squad through distribution arrangements with multimedia or video publishers and distributors:	80% Doc Squad 20% Point Foundation

Recital : ① still
② time lapse
③ audio tape

9) Products and projects not ~~specifically mentioned in this agreement~~ are not covered by this agreement.

~~developed~~ rived from the documentation media

10) Point/Whole Earth will be given appropriate credit in all products and projects making use of Cyberthon material.

11) Limited-use rights to a small portion of the footage have been sold to Max Whitby of Windfall Films for a BBC-TV documentary. The Windfall Films income is ear-marked for the logging and transfer phase of the Project, and will be limited to use for those purposes.

12) [we need to add an appropriate mediation clause here]